

SOLICITATION/CONTRACT/ORDER FORM - COMMERCIAL ITEMS				1. REQUISITION NUMBER PR-OGC-14-00037		PAGE OF 1 11	
2. CONTRACT NO.		3. AWARD/ EFFECTIVE DATE		4. ORDER NUMBER EP-14-H-000603		5. SOLICITATION NUMBER	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Stefan Martiyan		b. TELEPHONE NUMBER (No collect calls) 202-564-1987		8. OFFER DUE DATE/LOCAL TIME	
9. ISSUED BY HPOD US Environmental Protection Agency Ariel Rios Building 1200 Pennsylvania Avenue, N. W. Mail Code: 3803R Washington DC 20460		CODE HPOD		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8(A) NAICS: 541199 SIZE STANDARD: \$10.0		130.00 % FOR:	
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING	
15. DELIVER TO Laura Scalise, OGC/GLO USEPA Headquarters William Jefferson Clinton Building 1200 Pennsylvania Avenue NW Mail Code: 2377A Washington DC 20460		CODE		16. ADMINISTERED BY HPOD US Environmental Protection Agency Ariel Rios Building 1200 Pennsylvania Avenue, N. W. Mail Code: 3803R Washington DC 20460		CODE HPOD	
17a. CONTRACTOR/ OFFEROR STEIN MCEWEN LLP Attn: JAMES MCEWEN 1400 I STREET, NW SUITE 300 WASHINGTON DC 200056500		CODE (b)(4)		FACILITY CODE		18a. PAYMENT WILL BE MADE BY RTP Finance Center US Environmental Protection Agency RTP-Finance Center (D143-02) 109 TW Alexander Drive Durham NC 27711	
TELEPHONE NO. 2022169505		17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
0001	Tax ID Number: (b)(4) DUNS Number: (b)(4) USEPA/OGC Legal Services - Patent Application and follow-on actions, as needed, for EPA Case 771-12 Max Expire Date: 07/24/2019 Period of Performance: 07/24/2014 to 07/23/2015 Patent Application (i.e., prepare and file patent application for EPA Case 771-12) in accordance with the Statement of Work and the contractor's Continued ... (Use Reverse and/or Attach Additional Sheets as Necessary)						(b)(4)
25. ACCOUNTING AND APPROPRIATION DATA See Schedule						26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$8,990.00	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA						<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED. <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.	
<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.				<input checked="" type="checkbox"/> 29. AWARD OF CONTRACT: REF. Quote OFFER DATED 07/21/2014 YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: All Required Items			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) ELECTRONIC SIGNATURE			
30b. NAME AND TITLE OF SIGNER (Type or print)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or print) Stefan Martiyan		31c. DATE SIGNED 07/24/2014	

19. ITEM NO.	20 SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24 AMOUNT
0002	<p>firm-fixed price quote dated 21 July 2014 and confirmed on 23 July 2014.</p> <p>Patent application shall be filed no later than end of day 29 July 2014.</p> <p>List of Attachments (All were furnished to contractor with RFQ): Statement of Work (Attached to Award) Provisional Application Cover Application Data Sheet Employee Report of Invention Draft Provisional Patent Figures</p> <p>Accounting Info: 14-15-C-26XFC00-301FK8XPW-2585-26A5E-1426XFF053-00 1 BFY: 14 EFY: 15 Fund: C Budget Org: 26XFC00 Program (PRC): 301FK8XPW Budget (BOC): 2585 Cost: 26A5E DCN - Line ID: 1426XFF053-001 Funding Flag: Partial Funded: (b)(4) Period of Performance: 07/24/2014 to 07/29/2014</p> <p>BASE PERIOD Follow-on Actions, as requested by EPA, performed during the Base Period.</p> <p>Actions ordered under this line item are Continued ...</p>				(b)(4)

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED:

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY:		
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT			42a. RECEIVED BY (Print)	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42b. RECEIVED AT (Location)	
			42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

EP-14-H-000605

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NAME OF OFFEROR OR CONTRACTOR

STEIN MCLEWEN LLP

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	NOT-TO-EXCEED (NTE) the line item amount. Follow-on actions will be negotiated, when/if they arise, at a total firm-fixed price (FFP). Follow-on actions shall only be ordered via a modification to the purchase order. Accounting Info: 14-15-C-26XF000-301FK8XPW-2585-26A5E-1426XFE053-00 1 BFY: 14 EFY: 15 Fund: C Budget Org: 26XF000 Program (PRC): 301FK8XPW Budget (BOC): 2585 Cost: 26A5E DCN - Line ID: 1426XFE053-001 Funding Flag: Partial Funded: (b)(4)				
1001	OPTION PERIOD I Follow-on Actions, as requested by EPA, performed during Option Period I. Actions ordered under this line item are NTE the line item amount. Follow-on actions will be negotiated, when/if they arise, at a total FFP. Follow-on actions shall only be ordered via a modification to the purchase order. (Option Line Item) 07/23/2015 Period of Performance: 07/24/2015 to 07/23/2016				(b)(4)
2001	OPTION PERIOD II Follow-on Actions, as requested by EPA, performed during Option Period II. Actions ordered under this line item are NTE the line item amount. Follow-on actions will be negotiated, when/if they arise, at a total FFP. Follow-on actions shall only be ordered via a modification to the purchase order. (Option Line Item) 07/23/2016 Period of Performance: 07/24/2016 to 07/23/2017				(b)(4)
3001	OPTION PERIOD III Follow-on Actions, as requested by EPA, performed Continued ...				(b)(4)

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT: EP-14-H-000603
 PARTIAL CONTINUATION

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NAME OF OFFEROR OR CONTRACTOR
 STEIN MCWEN LLP

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
4001	<p>during Option Period III.</p> <p>Actions ordered under this line item are NTE the line item amount.</p> <p>Follow-on actions will be negotiated, when/if they arise, at a total FFP. Follow-on actions shall only be ordered via a modification to the purchase order.</p> <p>(Option Line Item)</p> <p>07/23/2017</p> <p>Period of Performance: 07/24/2017 to 07/23/2018</p> <p>OPTION PERIOD IV</p> <p>Follow-on Actions, as requested by EPA, performed during Option Period IV.</p> <p>Actions ordered under this line item are NTE the line item amount.</p> <p>Follow-on actions will be negotiated, when/if they arise, at a total FFP. Follow-on actions shall only be ordered via a modification to the purchase order.</p> <p>(Option Line Item)</p> <p>07/23/2018</p> <p>Period of Performance: 07/24/2018 to 07/23/2019</p> <p>The total amount of award: \$24,990.00. The obligation for this award is shown in box 26.</p>				(b)(4)

SECTION 13SCC - FAR 13 SAP Commercial Clauses**FAR 52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS. (SEP 2013)****FAR 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS. (JAN 2014)**

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- ☒ 52.222-50 Combating Trafficking in Persons (FEB 2009)
 - ☐ Alternate I (AUG 2007)
- ☒ 52.233-3 Protest After Award (AUG 1996)
- ☒ 52.233-4 Applicable Law for Breach of Contract Claim (OCT 2004)

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- ☐ 52.203-6 Restrictions on Subcontractor Sales to the Government (SEPT 2006)
 - ☐ Alternate I (OCT 1995)
- ☐ 52.203-13 Contractor Code of Business Ethics and Conduct (APR 2010)
- ☐ 52.203-15 Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUNE 2010)
- ☐ 52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards (JUL 2013)
- ☐ 52.204-11 American Recover and Reinvestment Act – Reporting Requirements (JUL 2010)
- ☐ 52.204-14 Service Contract Reporting Requirements (JAN 2014)
- ☐ 52.204-15 Service Contract Reporting Requirements for Indefinite-Delivery Contracts (JAN 2014)
- ☐ 52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (JUL 2013)
- ☐ 52.209-9 Updates of Publicly Available Information Regarding Responsibility Matters (JUL 2013)
- ☐ 52.209-10 Prohibition on Contracting with Inverted Domestic Corporations (MAY 2012)
- ☐ 52.219-3 Notice of Total HUBZone Set-Aside (NOV 2011)
- ☐ 52.219-4 Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011)
- ☒ 52.219-6 Notice of Total Small Business Set-Aside (NOV 2011)

- ☐ Alternate I (NOV 2011)
- ☐ Alternate II (NOV 2011)
- ☐ 52.219-7 Notice of Partial Small Business Set-Aside (JUN 2003)
 - ☐ Alternate I (OCT 1995)
 - ☐ Alternate II (MAR 2004)
- ☐ 52.219-8 Utilization of Small Business Concerns (JUL 2013)
- ☐ 52.219-9 Small Business Subcontracting Plan (JUL 2013)
 - ☐ Alternate I (OCT 2001)
 - ☐ Alternate II (OCT 2001)
 - ☐ Alternate III (JUL 2010)
- ☐ 52.219-13 Notice of Set-Aside of Orders (NOV 2011)
- ☐ 52.219-14 Limitations on Subcontracting (NOV 2011)
- ☐ 52.219-16 Liquidated Damages – Subcontracting Plan (JAN 1999)
- ☐ 52.219-23 Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008)
 - ☐ Alternate I (JUN 2003)
- ☐ 52.219-25 Small Disadvantaged Business Participation Program – Disadvantaged Status and Reporting (JUL 2013)
- ☐ 52.219-26 Small Disadvantaged Business Participation Program - Incentive Subcontracting (OCT 2000)
- ☐ 52.219-27 Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011)
- ☒ 52.219-28 Post Award Small Business Program Rerepresentation (JUL 2013)
- ☐ 52.219-29 Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business Concerns (JUL 2013)
- ☐ 52.219-30 Notice of Set-Aside for Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (JUL 2013)
- ☒ 52.222-3 Convict Labor (JUN 2003)
- ☒ 52.222-19 Child Labor – Cooperation with Authorities and Remedies (JAN 2014)
- ☒ 52.222-21 Prohibition of Segregated Facilities (FEB 1999)

- ☒ 52.222-26 Equal Opportunity (MAR 2007)
- ☐ 52.222-35 Equal Opportunity for Veterans (SEP 2010)
- ☒ 52.222-36 Affirmative Action for Workers with Disabilities (OCT 2010)
- ☒ 52.222-37 Employment Reports on Veterans (SEPT 2010)
- ☐ 52.222-40 Notification of Employee Rights Under the National Labor Relations Act (DEC 2010)
- ☐ 52.222-54 Employment Eligibility Verification (AUG 2013)
- ☐ 52.223-9 Estimate of Percentage of Recovered Material Content for EPA-Designated Products (MAY 2008)
 - ☐ Alternate I (MAY 2008)
- ☐ 52.223-15 Energy Efficiency in Energy-Consuming Products (DEC 2007)
- ☐ 52.223-16 IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007)
 - ☐ Alternate I (DEC 2007)
- ☒ 52.223-18 Contractor Policy to Ban Text Messaging While Driving (AUG 2011)
- ☐ 52.225-1 Buy American Act – Supplies (FEB 2009)
- ☐ 52.225-3 Buy American Act – Free Trade Agreements – Israeli Trade Act (NOV 2012)
 - ☐ Alternate I (MAR 2012)
 - ☐ Alternate II (MAR 2012)
 - ☐ Alternate III (NOV 2012)
- ☐ 52.225-5 Trade Agreements (SEPT 2013)
- ☐ 52.225-13 Restrictions on Certain Foreign Purchases (JUN 2008)
- ☐ 52.225-26 Contractors Performing Private Security Functions Outside the United States (JUL 2013)
- ☐ 52.226-4 Notice of Disaster or Emergency Area Set-Aside (NOV 2007)
- ☐ 52.226-5 Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007)
- ☐ 52.232-29 Terms for Financing of Purchases of Commercial Items (FEB 2002)
- ☐ 52.232-30 Installment Payments for Commercial Items (OCT 1995)
- ☒ 52.232-33 Payment by Electronic Funds Transfer—System for Award Management (JUL 2013)
- ☐ 52.232-34 Payment by Electronic Funds Transfer—Other than System for Award Management (JUL 2013)

- ☐ 52.232-36 Payment by Third Party (JUL 2013)
- ☒ 52.239-1 Privacy or Security Safeguards (AUG 1996)
- ☐ 52.247-64 Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006)
- ☐ Alternate I (APR 2003)

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- ☐ 52.222-41 Service Contract Act of 1965, as Amended (NOV 2007)
- ☐ 52.222-42 Statement of Equivalent Rates for Federal Hires (MAY 1989)
- ☐ 52.222-43 Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (SEPT 2009)
- ☐ 52.222-44 Fair Labor Standards Act and Service Contract Act—Price Adjustment (SEPT 2009)
- ☐ 52.222-51 Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (NOV 2007)
- ☐ 52.222-53 Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements (FEB 2009)
- ☐ 52.226-6 Promoting Excess Food Donation to Nonprofit Organizations (MAR 2009)
- ☐ 52.237-11 Accepting and Dispensing of \$1 Coin (SEPT 2008)

(d) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records—Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create

or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (JUL 2013) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013) (E.O. 13496). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, *et seq.*).

(ix) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

____ Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (Feb 2009) (41 U.S.C. 351, *et seq.*).

(xii) 52.222-54, Employment Eligibility Verification (AUG 2013).

(xiii) 52.225-26, Contractors Performing Private Security Functions Outside the United States (JUL 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xiv) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT. (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within the performance period of the contract provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months.

(End of Clause)

FAR 52.225-25 PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN-REPRESENTATION AND CERTIFICATIONS. (DEC 2012)

FAR 52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUNE 2013)

FAR 52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013)

FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE. (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<https://www.acquisition.gov/FAR/>.

(End of clause)

EPAAR 1552.211-79 COMPLIANCE WITH EPA POLICIES FOR INFORMATION RESOURCES MANAGEMENT (JAN 2012)

This clause is incorporated by reference. The full text of the clause is available at:

<http://www.gpoaccess.gov/ecfr/>.

EPA-H-09-107 UNPAID FEDERAL TAX LIABILITY & FELONY CRIMINAL VIOLATION CERTIFICATION (APR 2012)

(a) In order to meet the requirements of Sections 433 and 434 of Division E of the Consolidated Appropriations Act, 2012 (Pub.L. 112-74) and 2013 Continuing Appropriations Resolution (Pub.L. 112-175), and Consolidated and Further Continuing Appropriations Act, 2013 (Pub.L. 113-6), the contractor shall provide the contracting officer a certification whereby the contractor certifies:

(i) It is not a corporation that has been convicted (or had an officer or agent of such corporation acting on behalf of the corporation convicted) of a felony criminal violation under any Federal law within the preceding 24 months; and

(ii) It is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

(b) Failure of the contractor to furnish a certification or provide such additional information as requested by the Contracting Officer may render the contractor ineligible for FY2012 or FY2013 contract funding.

(c) The contractor has a continuing obligation to update the subject certification as required.

CUSTOM CO ADDED INVOICES – RTP FINANCE

Invoices shall be prepared containing the following information: Purchase Order Number, description of commodities/services furnished, period of performance, taxpayer ID number and amount due.

Invoices shall be submitted to the address specified in block 18a of this order.

OR

Invoices shall be submitted via e-mail to RTPReceiving@epa.gov. Provide the .pdf file with the following naming convention and SUBJECT in email:

SI_PO#_inv#.pdf Example: SI_EP08X00005_5335.pdf

For status of Invoice Payments, call the Financial Office's Customer Service at (919) 541-0616.

The FedEx/Commercial Courier address for invoices:

US EPA, RTP-Finance (Mail Drop D143-02)
4930 Page Road
Durham, NC 27703

CUSTOM TAX

The Federal Government is exempted from paying taxes. The tax exempt number is 52-085-2695.

**STATEMENT OF WORK
FOR
PREPARATION AND FILING OF PATENT APPLICATION**

1.0 BACKGROUND

The purpose of this requirement is to provide non-personal services for the preparation and filing of a patent application for the invention in Environmental Protection Agency (EPA) Case No. 782-14, “**Statin Rescue.**” The invention was made by Gary Klinefelter of the EPA, along with John W. Laskey, a SEF employee working at EPA as well as Rupert P. Amann, an independent contractor. The invention discloses **a method for maintaining normal steroid hormone production while taking a statin to reduce cholesterol.**

The invention has a time bar. A provisional application was filed on July 29, 2013. U.S.S.N. 61/958,436.

2.0 SCOPE OF WORK

The contractor shall prepare a document in the form of a United States patent application for the invention in EPA Case No. 771-12. The application must, in form and substance, comply with the U.S. patent laws (Title 35 U.S. Code) and the regulations of the U.S. Patent and Trademark Office (PTO) and the Patent Cooperation Treaty (PCT).

3.0 CONTRACTOR TASKS

3.1 PATENT APPLICATION

The contractor shall submit a draft patent application to the EPA Contracting Officer’s Representative (COR) and inventors for review prior to preparation of final documents. The EPA COR will authorize preparation of the final documents once the draft application is approved. [Note – the EPA COR is also an EPA Patent Attorney.]

3.1.1 DRAFT APPLICATION

The contractor shall submit the draft application to the EPA COR within two (2) weeks of obligation. If for any reason this time frame cannot be met, the contractor shall immediately contact the EPA COR to determine a revised scheduled date. The EPA COR may authorize filing of the draft as formal patent application, and a revised draft as a U.S. continuation-in-part application at a later date.

3.1.2 FINAL APPLICATION

Once the EPA COR authorizes the preparation of the final version of the U.S. patent application,

the contractor shall prepare the final version within one (1) week of the date that the authorization was given. Copies of the final version of the patent application shall be forwarded concurrently to the inventor for execution and to the EPA COR. The Power of Attorney shall include EPA Patent Attorneys - Laura Scalise, Reg. No. 45,778 and Randall Cherry, Reg. No. 51,556 - and may include any and all registered patent attorneys and patent agents of the contractor.

3.1.3 U.S. FILING

Upon execution of the final U.S. version by the inventor, the contractor shall receive said executed application and, shall promptly file the application in the PTO. If instructed by the EPA COR, the contractor shall file unsigned copies of the patent application, and prepare the appropriate execution documents for late filing in accordance with PTO procedures. As indicated above, if instructed by the EPA COR, the contractor shall file the draft application as a formal U.S. application, with the understanding that the final version will be filed as a continuation-in-part application. Also, if instructed by the EPA COR, the executed U.S. application shall be transmitted to the EPA COR and EPA Patent Attorneys for filing.

3.1.4 PETITION TO MAKE SPECIAL

The contractor shall file with the formal U.S. application a 1.102(c) petition-to-make-special, citing utility of the invention for materially enhancing the quality of the environment. There is no filing fee for this petition. (See MPEP 708.02 section V.)

3.1.5 INFORMATION DISCLOSURE STATEMENT

The contractor shall prepare and file an Information Disclosure Statement once information regarding prior art is provided to or becomes known to the contractor. The Information Disclosure Statement must comply with PTO regulations.

3.1.6 INVENTOR DECLARATIONS

The contractor shall prepare and forward declarations for signature by the inventors and shall file the signed declarations in the PTO.

3.1.7 ASSIGNMENT DOCUMENTS

The contractor shall prepare and forward assignment documents for execution by the inventors and shall file the executed assignment documents in the PTO. EPA Patent Attorneys can provide a template if needed. The Assignee is the United States Government, as represented by the Administrator of the U.S. EPA.

3.1.8 U.S. DRAWINGS

If the informal patent drawings provided by the EPA are likely to be unacceptable by the PTO and formal patent drawings are necessary, the contractor shall obtain approval from the EPA COR for this service. The EPA has established a not-to-exceed (NTE) amount for this line item. However, potential offerors should provide an estimate of drawing costs in their proposal. The contractor will only be reimbursed for the actual cost incurred and not the NTE amount. If the actual cost is expected to exceed the NTE amount, the contractor must contact the EPA COR immediately, so that a modification to the purchase order can be discussed.

3.1.9 OFFICIAL ACTIONS

The contractor shall include in their cost estimate an allowance for up to two (2) hours of telephonic discussions and negotiations with the PTO and for preparation of routine documents - including but not limited to telephonic conversations about restriction requirements or Examiner's amendments, and the like. The contractors shall advise the EPA Patent Attorneys of the unofficial PTO application serial number as soon as the contractor receives it. The contractor shall also forward a copy of official actions received from the PTO along with a copy of each item of cited prior art to the EPA COR and EPA Patent Attorneys. However, the contractor shall not prepare a response to the actions unless explicitly directed by the EPA COR.

3.1.9.1 RESTRICTION REQUIREMENT

It is likely that the Examiner will issue an office action in the form of a restriction requirement. The contractor shall include in their cost estimate the cost for replying to a restriction requirement.

3.1.10 U.S. FEES

The contractor shall pay the necessary filing fees subject to reimbursement by the EPA under this purchase order. The contractor will only be reimbursed for the actual cost incurred. If the actual cost is expected to exceed the amount allowed in the purchase order, then the contractor must contact the EPA COR and EPA Patent Attorneys immediately, so that a modification to the purchase order can be discussed.

4.0 CONTINUED PROSECUTION AND PRESERVATION OF FILES

The contractor should be aware that the EPA reserves the right to continue prosecution on its own or by contracting with another law firm. Accordingly, the contractor shall maintain a complete file of work done and of correspondence with the PTO, and if directed by the EPA COR, return the files or transfer the files to another contractor at the first contractor's expense.

4.1 CONTINUED PROSECUTION

For each office action subsequent to any restriction requirement, the contractor shall forward the

action along with a firm-fixed price quote for responding to the office action to the EPA Patent Attorneys within a week of the mailing date on the action. The contractor shall not answer the office action until authorized by the EPA.

5.0 OPTIONS

5.1 OPTIONAL TASKS

In the event that a restriction requirement is issued by the Examiner, then the subsequent divisional application(s) will be treated as optional tasks in the purchase order. Optional tasks will only be exercised by the EPA Contracting Officer as needed and must be approved bilaterally.

5.2 PERIOD OF PERFORMANCE AND ANNUAL OPTION PERIODS

The EPA intends to award a purchase for a total period of five (5) years consisting of a one (1) year base period and four (4), one (1) year option periods. Option periods will be exercised in accordance with purchase order clause, FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000).

Option periods may be exercised without immediate anticipation of work provided EPA's expectation that follow-on work will commence within the total performance period of the purchase order.

6.0 DELIVERABLES

The contractor should refer to EPA Case No. 771-12 in addition to its own file and docket numbers and any numbers provided by the PTO.

Forward all patent application documents and correspondence related to these cases to the EPA COR, EPA Patent Attorneys and EPA inventor Gary Klinefelter at the following addresses:

Via FedEx or other courier (not U.S. mail or U.S. express or priority mail):

Laura Scalise, COR
Patent Attorney (2377A)
Office of General Counsel - General Law Office
U.S. Environmental Protection Agency
1200 Pennsylvania Avenue, NW
Washington, DC 20460
phone: (202) 564-8303
email: scalise.laura@epa.gov

Via FedEx, other courier, or regular (U.S.) mail:

Gary Klinefelter
U.S. Environmental Protection Agency
Office of Research and Development
National Health and Environmental Effects Research Laboratory
RTF Building MD 72
2525 East Highway 54
Durham, NC 27713
phone: (919) 541-5779
email: klinefelter.gary@epa.gov

7.0 INVOICING

The contractor shall provide receipt(s) for all NTE line items and a detailed cost breakdown for all costs incurred as part of their invoice submission to the EPA's Financial Management Division and as directed in the purchase order. A copy of each invoice and supporting documentation must be being sent to the EPA COR, EPA Patent Attorneys and inventor Gary Klinefelter. Invoice approval will not be made unless receipt(s) are provided.

8.0 ACCOMPANYING DOCUMENTS

The following documentation will be provided to all prospective offerors as part of the solicitation:

1. Provisional application U.S.S.N. 61/958,436 filed July 29, 2013.